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STATE OF TEXAS

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KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF TARRANT

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AMENDMENT TO OIL AND GAS LEASE

Reference is hereby made to that certain Oil and Gas Lease, dated effective November 14th, 2006, by and between **DARLENE HOWERY**, whose address is 3704 Gordon Ave., Fort Worth, Texas 76110 ("**Lessor**"), and **CHESAPEAKE EXPLORATION, L.L.C.**, an Oklahoma limited liability company whose address is P.O. Box 18496, Oklahoma City, Oklahoma 73154, ("**Chesapeake**"), successor in right, title, and interest to the lease which was recorded in the Tarrant County Deed Records at Document Number D206380033 (the "**Lease**").

WHEREAS Chesapeake and Lessor, desire to execute this Amendment to the Lease (the "**Lease Amendment**");

NOW, THEREFORE, Chesapeake and Lessor, for good and valuable consideration and the covenants and agreements stated herein, hereby amend the terms of the Lease as set forth below:

1. Paragraph 2 is hereby **deleted** in its entirety and **replaced** by the following new Paragraph 2:

"This is a paid up lease and subject to the other provisions herein contained, this lease shall be for a term of forty eight (48) months from this date (called "primary term") and as long thereafter as oil or gas is produced from said land or land with which said land is pooled hereunder."

2. In the event of a conflict between the terms and provisions of this Lease Amendment and the terms and provisions of the Lease, the terms and conditions of this Lease Amendment shall prevail as to the extent of such conflict.

3. This Lease Amendment shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, legal representatives, successors and assigns.

This Lease Amendment may be signed in any number of counterparts, each of which shall be considered an original for all purposes, with the same effect as if the signatures thereto and hereto were upon the same instruments.

EXECUTED on the date(s) subscribed to the acknowledgements below, but for all purposes effective as of the Effective Date of the Lease, which is November 14th, 2006.

LESSOR:**LESSOR:****Darlene Howery**By: Darlene Howery

By: _____

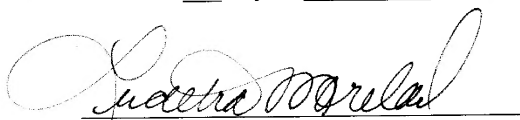
Printed Name: Darlene Howery

Printed Name: _____

ACKNOWLEDGEMENTS

STATE OF TEXAS §
 §
 COUNTY OF TARRANT §

This instrument was acknowledged before me on the 6th day of October, 2009, by
Darlene Howery.



Notary Public
 My Commission Expires: 11.7.2011
 Notary's Name (printed): Loretta Moreland

STATE OF TEXAS §
 §
 COUNTY OF TARRANT §

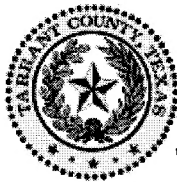
This instrument was acknowledged before me on the ____ day of _____, 2009, by
 _____.

 Notary Public
 My Commission Expires: _____
 Notary's Name (printed): _____

Darlene Howery
4709 Gordon Ave.
Fort Worth, Tx. 76133

SUZANNE HENDERSON

COUNTY CLERK



100 West Weatherford Fort Worth, TX 76196-0401

PHONE (817) 884-1195

DARLENE HOWERY
4709 GORDON AVE
FT WORTH, TX 76133

Submitter: LUDETRA MORELAND

DO NOT DESTROY
WARNING - THIS IS PART OF THE OFFICIAL RECORD.

Filed For Registration: 10/7/2009 12:44 PM

Instrument #: D209266981

LSE

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PGS

\$20.00

By: _____

A handwritten signature in cursive script, appearing to read "Suzanne Henderson", is written over a horizontal line.

D209266981

ANY PROVISION WHICH RESTRICTS THE SALE, RENTAL OR USE OF THE DESCRIBED REAL PROPERTY
BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

Prepared by: SLDAVES